# ADDENDUM TO MEMORANDUM & ARTICLES OF ASSOCIATION

*"LOGPERTS L.L.C-FZ"*

**Part A**

1. DEFINITIONS

In this Memorandum & Articles of Association, the Company Details shall have the meaning as ascribed in Part A. Shareholders/ Directors/ Managers shall have the meaning as ascribed in Part B. The following capitalized terms shall have the meanings ascribed to them below. Other capitalized terms shall have the meanings ascribed to them in the Regulations as updated from time to time. Words used in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular shall apply to such words when used in the plural where the context so permits and vice versa.

**AED** means United Arab Emirati Dirhams.

**Meydan Free Zone** means the Meydan City Corporation and Meydan Free Zone as established by Emiri Decree no.5 of 2009.

**Regulations** means the Meydan Free Zone Companies Regulations No. (1) of 2009 as Restated in 2013, and other regulatory instruments issued by Meydan Free Zone.

2. EXECUTION DATE

This Memorandum & Articles of Associations comes into effect on Execution Date.

3. REGISTRED ADDRESS

The Company maintains the Company Address in accordance with the Regulations.

4. COMPANY OBJECTS

This Company objects is to engage in a lawful act as Activities licensed by the Meydan Free Zone.

5. CAPITAL

The Capital of the Company shall consist of one class of Shares with all Shares being of equal value and whole numbers (no fractions) and ranking equally in all respects including but not limited to voting, dividends and capital.

6. DIRECTORS AND MANAGERS

6.1 The Shareholders of the Company appoint Directors.

6.2 The Shareholders or Directors of the Company appoint Managers.

6.3 Managers shall be deemed to have all powers necessary to manage the day-to-day operations of the business of the Company including:

6.3.1 To jointly or singly open, close, manage and operate bank accounts with banks and sign bank facilities and cheques on behalf of the Company and to accept bills and money orders, bank draft payment orders or to other securities for money drawn in favor of the Company.

6.3.2 To ask for, demand recover, receive, and collect all monies due and payable to the Company in connection with its business from any person or persons, company or association, including statutory body or authority, government or semi-government concern or concerns and to give good valid receipts and discharge therefore.

6.3.3 Negotiate, sign, execute, amend and terminate all contracts, transactions, arrangements, and deals with Meydan Free Zone and third parties, in the name of the Company.

7. AMENDMENT

No provision in this Memorandum & Articles of Association may be amended, modified, varied, altered, changed, or substituted except in a manner provided in the Regulations.

8. COMPANY LIABILITY

The liabilities of the Company, whether arising in contract or otherwise, are Company's liabilities and not the personal liabilities of any of the Shareholders, Directors, Managers or officers of the Company, except as provided by the Regulations. The liability of the Shareholders of the Company is limited to the amount paid to the Company in respect of their Shares.

9. LIQUIDATION

Company may be liquidated in accordance with the Regulations.

**Part B**
**Shareholders/ Directors/ Managers**

Individuals

| SN | Name | Nationality | Passport Number | Number of Shares | Shareholder | Director | Manager |
|---|---|---|---|---|---|---|---|
| 1 | Fahnaz Moradi | Iran | V54727850 | 100 | ☑ | ☑ | ☑ |

**Part C Company Details**

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|---|---|
| Execution Date | 27/04/2024 |
| Company | LOGPERTS L.L.C-FZ |
| Company Address | Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E |
| Total Number of Shares | 100 |
| Value of Each Share | AED 1000 |
| Capital “Total Value of Shares” | AED 100,000 |
| | |